

**ADDENDUM #1
TO SPEC. 06-134**

**PAVING PROJECT 701908,
STATE PROJECT STPP-5221(2)
BEING AT 14TH & HWY 2**

Addendum #1 to Spec. 06-134 for above project, bids to be opened on Thursday, April 20, 2006 at 12:00 noon.

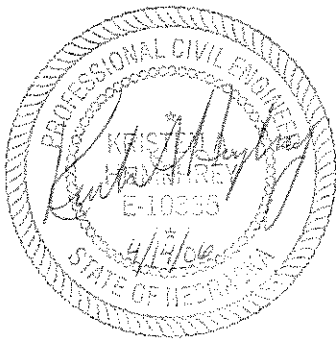
Please note the attached clarification.

All other terms and conditions to remain unchanged.

Dated this 14th day of April, 2006.

Purchasing Department

Vince M. Mejer
Purchasing Agent



ADDENDUM NO. 1

**14TH Street and Highway 2 Intersection
Safety Improvement Project
Project STPP-5221(2) C.N. 12742
Project 701908 Specification No. 06-134
April 13, 2006**

Addendum #1 to Spec. 06-134 for above project to be opened on Friday, April 21, 2006 at 12:00 noon. **Any and all additional questions need to be in writing to Vince Mejer in the Purchasing Department.** Vince's fax number is 441-6513 or e-mail is vmejer@lincoln.ne.gov.

1. Refer to Special Provisions Page 19, Contractor Requirements at BNSF Property, Section 1.05 Protection of Railway Facilities and Railway Flagger Services, paragraph 1.05.03d

Revise the paragraph as follows:

- **1.05.03d** The average train traffic on this route is **1 coal train (1 switch train)** per **day** at a timetable speed 10 MPH and 0 passenger trains at a timetable speed of _____ MPH.

2. Refer to Special Provisions Page 29, Percentage of Cost of Work Within Railroad Right-of-Way, Railroad Protective Policy Data Sheet

Revise the item for number of trains per day as follows:

No. of trains/day: Total: 1 coal train (1 switch train)

3. Refer to Special Provisions Page 29, Percentage of Cost of Work Within Railroad Right-of-Way, Railroad Protective Policy Data Sheet

Revise the number of freight or coal trains as follows:

Freight or Coal: 1 coal train per day (1 switch train) Speed: 10 mph
Passenger 0 Speed N/A mph

4. Refer to Special Provisions

Add the following Special Provision.

CONSTRUCTION STAKING AND SURVEYING

Paragraph 3.b. of Subsection 114 of the Standard Specifications is amended to include the following:

(7) Preliminary layout of the permanent pavement marking as shown in the plans. The preliminary layout shall be approved in writing by the City of Lincoln Public Works Department (contact the Project Manager and Scott Opfer, City of Lincoln, at 441-7851 for inspection) prior to placing the permanent pavement marking.

5. Refer to Special Provisions

Add the following Special Provision.

SAWED LOOP VEHICLE DETECTORS

Referring to the "Sawed Loop Section" detail shown in The City of Lincoln, Lincoln Standard Plans 2004, Plan No. L.S.P. 91, Sheet 1 of 1; the minimum depths shown shall be increased by 1½ inches to accommodate the milling of pavement to occur in accordance with plans for State Project No. RD-2-6(1026).

6. Pre-Bid Meeting

Included as part of this addendum are the attached pre-bid meeting minutes. Please note that a question was raised in the pre-bid meeting (see page 3 of the pre-bid minutes) regarding sub-contractor requirements for insurance. See page 27 in the Special Provisions for subcontractor insurance requirements by BNSF.

PRE-BID CONSTRUCTION MEETING
VAN DORN ST. – 59th ST. Lincoln & 14th ST./HWY 2
PROJECT NO. RD-2-6(1026) & STPP-5221(2) CN 12767 & 12742
Lincoln, Nebraska
April 5, 2006

CLAUDE OIE: For the record, my name is Claude Oie, I'm the state construction engineer, and this is the pre-bid conference on two projects, State Project RD-2-6(1026) and a City project STPP-5221(2). We have various people from the Department of Roads and the City to answer any questions the contractors might have on these projects. I won't get into a lot of detail from my perspective. It's get in, get done, and get out quick. We have an incentive/disincentive of A+B bidding on our project, and we have an incentive on the City project. Frank Brill from my staff is here to introduce. I'm sorry, Chris Humphrey, is here from the City. Fred Beck from the consulting firm, E & A Consulting. Tim Humphrey from E & A Consulting, Tim Carlson, I'm sorry. And there's other various staff in the audience that might be able to answer questions. So, anything else you want to say, Frank?

FRANK BRILL: Nancy's got a microphone. We would appreciate it if you have a question or comment, just raise your hand and Nancy will bring the microphone. Please say who you are. So this is going to be recorded and there will be transcript ready. If you guys want a copy of the transcript, please notify myself and as soon as we get the thing transcribed, we'll get a copy off to everybody, so. We'll just throw it open to whatever questions you may have. I guess the biggest change between this meeting and the last meeting that we had was the two projects are no longer tied. Our project will let a week from tomorrow. The City's project will let about a week after ours. And basically, we've got peak hours on both jobs. We try to coordinate the peak hours. The only difference between our hours and the City's hours, we allow nighttime work. On the City's project, however, you have to keep a lane of traffic open at all times other than peak hours. You can close it down to one lane in each direction for the City's job, you know, all hours that are non-peak hours. So, I guess that's about the only thing we've got. Go ahead with any comments you may have, questions you may have.

RANDY HOWARD: In splitting these projects, Randy Howard with Constructors. Splitting these projects is being perceived as more challenging. I hope you're aware.

OIE: Oh yes, we understand that.

HOWARD: It makes A+B bidding on the State project almost meaningless. How could you miss taking advantage of potential schedule adjustment if the contractor's not obligated to do the same thing? I just don't see how any contractor could take that kind of risk when you're splitting the two contracts and you don't know who is going to get the second contract with the City.

BRILL: Well, Randy, we understand your concern on that. But the problem that we ran into was there was some language difficulties between the City's contract and the insurance for the railroad. And at the time we made a decision to split the two projects apart, we weren't aware of any remedy that was available to the City. And we were concerned that given the language of the agreements that were in there, it would have been impossible for a contractor to get insurance to cover the City's project, thereby rendering our project null and void. We didn't want to take that chance. As things have turned out since then, the City has been in contact with the railroad. I'm going to let Kris Humphrey explain to you guys what's going on with the railroad insurance on their project. So, Kris, if you would.

KRIS HUMPHREY: You'll be able to buy the insurance through the railroad company, is the gist of it. Before, just the way that the agreement was written through the railroad company, it's my understanding that the insurance companies in Nebraska won't write out the policy the way it was written so that you can buy that through BNSF, and we've gotten a quote from them to have an estimate on what that would cost you guys. So, you will be able to get it, you just have to go through BNSF.

HOWARD: And then they'll provide us a quote, pre-bid?

HUMPRHEY: Yeah, but you could send it in, and that's what we did. We sent in the quote just basically like you guys would and they would send it back so you would have an idea. The quote's good for 30 days.

HOWARD: As I understand, reading through that part of the specification, the prime contractor, every sub-contractor who works on the project is going to have the same insurance.

HUMPHREY: We'll ask, our lawyer wasn't able to be here today, but we'll ask that.

HOWARD: That's what the document says. I just wanted to make sure that's clear.

HUMPRHEY: We'll clarify that and there'll be an addendum then.

HOWARD: The layering of, upon layer of cost associated with this. And then you made your comment because our insurance company just automatically said no, so.

BRILL: Yeah, like I say, Kris had been in contact with, or people down at the City had been in contact with the railroad about that, and they gave me a quote of.

HUMPRHEY: Just over \$1,000.

BRILL: Yeah, so it's not super-extensive, but there is insurance available. That was the reason why we had to separate the jobs. We were not aware of the ability for the contractor to get insurance. We definitely wanted our job to go and we'd like the City's job to go also, but we were just deathly afraid that it will kill both contracts. That's why they were separated.

HOWARD: Just for the record, I'd like to ask one more question. On this insurance thing, this document is like a contract, it's in the City's specification. And there's a lot of language in here that personally our attorney has some real heart with this documented in there. But even if the BNSF is going to sell us the insurance, there's some extremely onerous contract conventions that are attached and I'd sure like to understand how, if they're going to sell us insurance to protect them against us, how that relates to some of the legal requirements in this document as far as indemnification and cost of delays, training costs for a day. This is one of the toughest documents we've ever encountered as far as insurance for a contract requirement.

HUMPHREY: Right, and I just ask that you submit specific questions about what your lawyer has questions about in that document, and then our lawyer can respond accordingly. It's really questions that the lawyer can answer.

HOWARD: I understand that. You know, we're looking at two weeks away from bid time and some of this is going to take some time to look through it.

BRILL: Bruce, do you have any. Bruce Sweney with the City, came in late here. Do you have any further information you can add?

BRUCE SWENEY: Not really. I mean, this thing's been in a state of flux for several years now, so it's kind of hard for us to tell you what they're going to require. We tried to pin them down as best we could so that you wouldn't go into blind, and we knew you had problems getting the insurance, so. This is the best we could do at this time.

BRILL: I guess the only thing we could do, Randy, is tell you guys if you have further questions, make a list, get them down to Kris as quick as you can, and Kris can file them off to the City Attorney and have them get the answers back to you. That's about as much we can offer on that, don't you think, Claude?

OIE: Yes, that's what we got to do, yeah.

BRILL: Going back to your comment, Randy, on splitting the two jobs apart and working, we still got an A+B on our contract, which is true. The City's contract is a 90-day contract, or excuse me, a 45-day contract. Our contract is a 90-day maximum. We're hopeful that as the work starts on our Segment 1, which is from Van Dorn to just past 14th Street, that the two contractors, whether it be the same contractor or two different contractors, through partnering meetings can get together, schedule their operations while both parties are in the same vicinity. And then as our contract moves on into the next segment and the City proceeds down here, hopefully by the time our contract gets back to where we need to start our milling operation, the City's contract will be finished. And so then with the second half of our project for the milling operation and the overlay operation, there won't be any conflict between two potential different contractors, on 14th Street.

OIE: Are there some particular conflicts that you're concerned about?

HOWARD: These are not a butting contract, these are overlapping, the work zones overlapping between the two. And it could be a, you could have not only two primes, but two electricals, two traffic controls, two of everything out there, which would tend to compound the challenge. Nothing's impossible on this.

OIE: I understand that.

HOWARD: You know, given the dollar value that the State has put on time on this project, I don't know. Of course, maybe I'm not sure we _____? _____. Take advantage of your A+B bidding.

RANDY MORRIS: But would the same contractor be allowed any leeway on his incentive if he was held up, say that the Highway 2 contractor was held up on the 14th Street side.

OIE: No.

ERIC ANDERSON: Eric Anderson with Constructors. I just had a few questions. On the milling operation, you call for a high-pressure water blasting equipment to come behind. I guess, you got any specifics of what you're looking for? I mean, we're just water blasting the whole thing or?

BRILL: I'm assuming.

ANDERSON: Like a flush truck is adequate? I'm assuming we're just going to remove the debris, or.

BRILL: I think they just want to clean the debris and get everything cleaned off and so there's no loose impediment when it's opened to traffic. Prior to the overlay operation beginning so we don't have a lot of garbage laying on the street and on the roadway, and getting in there mucking up to the first lift of asphalt. Now, realizing that you're not going to be overlaying the next day, not to say that trucks can't track in, or cars can't track in additional loose debris, but I think the initial go-around was just to clean up as much of the

loose stuff as was caused by the milling operation to make it as clean as possible, from that point.

ANDERSON: So, it's essentially a flush dry broom?

BRILL: High-pressure system I would assume so, yes. We can check that out.

HOWARD: Two little things here. You either got a flush trucking and a high-pressure system.

BRILL: Yeah.

HOWARD: They're not equivalent. Flush truck will just ____? ____

OIE: We'll look at that and find out when and why we got to do that, get that clarified.

ANDERSON: Another question, as far as the surveying goes. Is the Department going to mark out all the removals, as far as the patches and all of the curb replacements, or is that something we need the surveyors to plan on pricing out?

BRILL: I going to put that back to Bob Sanborn.

BOB SANBORN: I was kind of wondering the same thing also.

BRILL: Okay.

SANBORN: To me, that's part of the inspection duty, I think.

OIE: Yeah, we'll mark out the patches.

BRILL: We have Constructors taking a survey in the contract. And I'm sure that's going to be for centerline delineations and guardrail layouts and stationing on the directive signal apparatus. The City is going to provide us with ties, up at 14th and Old Cheney there's control tie information or coordinates in the plans. But we don't have ties between those

control points and the centerline. The City will provide us with those cross-references. The centerline station along Highway 2, you're going to have to pull off what's stamped in the pavement, because we have no more control ties out there and you're just going to have back everything in off of what's off the pavement out there. And according to Mark Osborne from our Design Section, once the highway's stamped all up and down the full length of the project, to get that.

CHRIS LANE: Regarding those stamps on the back of the curbs, throughout this project about five, I think four of five different locations, the stationing is at, you put in equation stations that jump 500 feet, 1,000 feet, 2,000 feet. Are we just going to have to go back out there and just search the back of curbs which side of the line we're at to get? Do you see what I'm saying.

BRILL: Uh huh. I understand.

LANE: It could be a real search to find out which.

BRILL: Mark, you want to address that?

MARK OSBORNE: Well, I don't think. Some of them were put in from when they were originally built. So the centerline should match what is stamped in the concrete.

LANE: And so those stations, they _____ were all.

OSBORNE: As it was originally built, so they should match.

BRILL: Bob.

SANBORN: I got one more question concerning that contractor staking. Will that include the pavement marking layout?

OIE: What do you want? You tell us.

LANE: Typically, staking pavement marking doesn't work with the City on plans for the pavement marking. Unless the City has done any of that staking before we don't normally stake pavement.

MIKE SKLENAR: I would say included, that way it depends on which contractor's doing the pavement marking and if they want it staked out, painted, however it needs to be done, and work that out.

OIE: We'll figure that out and get it clarified.

OIE: Nobody said life was going to be easy.

HARLAN BAEHR: I have a question on the dump site for the concrete millings, it's up at Salt Valley, they say. Is Salt Valley a maintenance yard? Anybody know specifically where that is, I mean, where the dump site's going to be? My concern is, since we're milling at night, and we were up there yesterday looking around. Where I think it might be, there's at the backyards of houses, and so you got trucks coming in there at night, probably loaders stockpiling that stuff, and probably need some light. Does that noise ordinance cover that?

GARY WALSH: Their variance we're talking about, we're looking at the project. That is not the area that we're talking about and what we're going to issue. So, yes, to answer your question, it's yes. That'll have to be worked out somehow. But that's a concern.

BAEHR: Well, it sure could be because people living there might get excited the first night we're in there.

WALSH: That issue has to be addressed.

BAEHR: There are other places that are farther away that could possibly be used. Maybe somebody ought to clarify where it is?

KEVIN DUGAN: Howard, what's your last name?

BAEHR: Harlan Baehr.

KEVIN: Gary, yours?

WALSH: Walsh, W-A-L-S-H.

OIE: Nothing else?

SANBORN: I've got one more question. Concerning the inlets on the overlay, how are we going to go about going past those inlets? Are we going to have to dish those out to get the drainage, or, because we're not raising the inlet. So, we're actually going to be restricting the throat by an inch and a half.

OSBORN: You're just going to have to warp the asphalt as best you can.

We don't want to get too far under the into the traffic lane and then if you do a foot away. I've seen that before but that would be creating quite a hazard.

HOWARD: Well, in addition if you're doing that, this has got the smoothness, it's in a disincentive and all of a sudden we're going to be grinding the entire length of the roadway if we're not careful.

BRILL: Again, we will take a look at that. We'll talk to the Materials people, see what they want to do, and try to come up with a remedy for that situation.

SANBORN: I discussed it a little bit with Frank before we started the meeting. I think we're going to need to get an item for overlay solid lines, to help overlay those. So we're going to have to have this item.

BRILL: We'll get that in. Gary, could you tell me again, what was your comment on the stockpile site, the milling stockpile site at Salt Valley View?

WALSH: Sure. The variance that we're talking about, in reference to Harlan's question, that is not covered by the, that is not covered under the variance we're talking about here. So, if there were trucks going in there from 10 p.m. until 6 a.m. in the morning and it creates a

noise disturbance, and the Lincoln Police Department is asked to respond, you know, when they show up, there's no, you know, there's no nothing for that. So, that's the situation.

BRILL: Okay.

BAEHR: You'll work on including that somehow?

GARY: Scott, I guess you and I are.

SCOTT: I think we need to discuss an alternate site, because the thing to remember that during the milling operation and the overlay, there's going to be a certain amount of latitude given because it's a noisy operation. Knowing that, number one, you have to have it ready to open completely back up at 6:00, we're anticipating you're going to stop fairly early in the morning so that you can get traffic control all pulled back and all that, but we also recognize that that milling and asphalt operation is going to be mobile, so it's not going to be behind somebody's house for two weeks in a row. This potential it could be. So, it's my opinion we need to find another site. I don't want, in all the discussions we've had, we've tried to point out to folks that this is not going to be, I guess, night after night after night behind somebody's house. So I don't think we could include that in the noise variance. We're going to have to figure out a different site.

OIE: Anybody else? Thank you all. We'll take a look at all these questions and we'll get an addendum out as soon as we can.

BRILL: Thanks for coming, everybody.

CON2-ZD